

Before the  
UNITED STATES COPYRIGHT ROYALTY JUDGES  
Washington, D.C.

*In re*

Determination of Royalty Rates and Terms for  
Making and Distributing Phonorecords  
(Phonorecords IV)

Docket No. 21-CRB-0001-PR  
(2023-2027)

**GEORGE JOHNSON'S RESPONSE AND FURTHER OPPOSITION TO  
COMMENTS/MOTION AND FRAUDULENT SETTLEMENT FOR SUBPART  
B CONFIGURATIONS**

American songwriter<sup>1</sup> George Johnson (“GEO”), *pro se* Appellant and Participant, respectfully submits the following Response and Further Opposition to the “*Comments In Further Support Of The Settlement of Statutory Royalty Rates And Terms For Subpart B Configurations*”<sup>2</sup> by NMPA (“National Music Publishers Association”), NSAI (“Nashville Songwriters Association International”), RIAA (“Recording Industry Association of America”), and the 3FHRL (“3 Foreign Headquartered Record Labels”).

The above mentioned *Comments* were also styled as a Motion, referencing myself, so GEO respectfully responds to these untrue allegations, twisting of facts, and further opposes this fraudulent settlement.

NMPA, NSAI, RIAA and the 3FHRL have also provided no evidence that they’re continued freezing of the 9.1 mechanical rate provides a “reasonable basis”.

GEO respectfully asks the Court for relief by denying this settlement.

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<sup>1</sup> “subject to” the 1909 compulsory license at issue in this proceeding under §115 and §385.3 Subparts A and B.

<sup>2</sup> <https://app.crb.gov/document/download/25577> filed August 10, 2021

**NMPA, NSAI, RIAA AND 3FHRL HAVE PROVIDED NO EVIDENCE THAT  
FREEZING THE 9.1 CENTS MECHANICAL IS A REASONABLE BASIS**

1. NMPA, NSAI, RIAA and the 3FHRL have provided no evidence that they're continued freezing of the 9.1 mechanical rate since 2006 provides a reasonable basis for setting statutory terms or rates as per § 37 CFR §351.2(b)(2).
2. They demand that GEO provide evidence regarding their Settlement, yet they offer no evidence to the Court that their fraudulent settlement provides a reasonable basis for setting rates.
3. NMPA, NSAI, RIAA and the 3FHRL have also provided no *economic* evidence that this settlement provides a reasonable basis for setting statutory terms or rates as per § 37 CFR §351.2(b)(2) as well.
4. They also provide no evidence of a bonafide deal between a *separate willing buyer and willing seller* since all parties are all literally *negotiating with themselves* — and this is not a reasonable basis.
5. And since they are negotiating with themselves, they provide no evidence of their so called "*broad consensus*", another twisting of the facts, especially by 3 overseas corporations in an American rate proceeding, negotiating with themselves. 3 foreign companies are also not a broad consensus.
6. Counsel for the above participants also provides no evidence that they did not lie to the Court about GEO's positions, proposals, issues, and intentions, *and* did so just to secure this fraudulent settlement. This fraud is very serious and another reason to deny this settlement. Counsel's latest motion continues to dance around the truth to rush this settlement through and why the Court should take its time.

7. In fact, in their own words, Counsel still provides evidence to conclude that they're so-called settlement is negotiated with themselves, by still using the "one hand" and "on the other hand" terminology. It's the same person with two hands.
8. Just because the exact same parties negotiating with themselves were able to secure the same phony settlement under *Phonorecords III*, using the same sleight of hand, is not a reasonable basis then, nor rate court precedent now since the same fraud took place. Also, being under an 801(b) standard is irrelevant since these foreign corporations in Russia, France and Japan are again, negotiating with themselves here in *Phonorecords IV* in America and there is something very odd and unlawful about all of it. (WMG and Warner Chappell, Sony and Sony Publishing, UMG and UMP)

These are the reasons why their Settlement should not be rushed through and does not provide a reasonable basis for settlement.

### **OTHER REASONS TO DENY SETTLEMENT**

1. The Joint Record Company Participants claim they have a "significant interest in this proceeding, as set forth below, as they respectively represent the vast majority of the sound recording, music publishing, and songwriting industries in the U.S."

"Specifically, the Joint Record Company Participants each own or operate three of the largest recorded music businesses in the U.S. and, either by themselves or through their subsidiaries and affiliates, own one of the world's largest catalogs of copyrighted sound recordings. Each year those businesses invest in, create, manufacture and/or distribute a large volume of sound recordings pursuant to

mechanical licenses and make substantial royalty payments tied to Section 115 of the Copyright Act. Collectively, products these businesses produce or distribute represent the vast majority of the U.S. sound recording market.”

So, the 3FHRLs all use the fact that they “manufacture” and/or distribute a large volume of sound recordings...and make substantial royalty payments” to prove their significant interest, but then turn around and make the opposite case that the 9.1 cents should be frozen since there are no more large volume of sound recordings in the marketplace and no more substantial royalty payments left to pay at 9.1 cents for vinyl, downloads, CD’s etc.

2. If NMPA and NSAI advocated for individual publishers and songwriters as they claim I can assure the Court that I would not be in these rate proceedings, period.

3. In their Motion, NMPA and RIAA claim, that “Since that time, Mr. George Johnson filed three motions objecting to the Settlement, which have been denied by the Judges.”

Well, they were denied on a technicality and unfairly denied in my opinion. Furthermore, the facts of fraud by Counsel for NMPA and RIAA were never addressed in the denial, so this is another twisting of facts by Counsel.

4. GEO has raised multiple objections to the settlement including fraud to get the settlement.

5. Encouraging settlements was a key goal of Congress when it adopted the current rate-setting procedures. H. Rep. No. 108-408, at 30 (Jan. 30, 2004) (“the Committee intends that the bill as reported will facilitate and encourage settlement

agreements for determining royalty rates”), but not fraudulent settlements or settlements that are not on a reasonable basis.

6. The argument that NSAI and NMPA and RIAA already spent million of dollars in 2006 also falls short since it was 15 years ago, we have different Judges, the market was different, vinyl is making a comeback in the marketplace, and other reasons why this excuse, is just another lame excuse.

For some reason they are all perfectly willing to *spend millions of dollars to fight GEO’s proposal to increase the 9.1 cents* for lost inflation not only in this proceeding but also *Phonorecords III*, which was *also negotiated with themselves*.

7. The RIAA then goes on to claim that “By 2020, industry data collected by the Recording Industry Association of America (“RIAA”) shows that various forms of digital streaming constituted 83% of the recorded music market, while physical products had decreased to 9% of the market, and downloads (including ringtones) made up only 6% of the market.”

Yes “only” 6% and a “decreased to 9% of the market”, “and that share is expected to get smaller during the period covered by this proceeding.”

Yet vinyl is making a huge comeback so these comments seem more wishful thinking, fear tactics and doom and gloom to discourage any litigation in the sunshine.

8. And then there is this one, “As a result, the possibility of securing a desired change through litigation must be weighed against the benefits of settling, including locking in a known rate and avoiding the significant cost of litigation.”

Yet, they are willing to spend all this money litigating “not litigating the 9.1 cents” and keeping American songwriters frozen at essentially 6.5 cents (in 2021) and 7.5 cents if it’s a \$1.22 download? (See Dr. Katz)

So, when they claim, “Mr. Johnson provides no basis for the Judges to reject the Settlement. Mr. Johnson makes unfounded accusations of fraud and inaccurate statements concerning the corporate structure of record companies, but provides no economic reason to believe that the rates in the Settlement are outside the “zone of reasonableness.”

These are all untrue and it is they who provide no economic reason.

When they claim, “This is nothing more than a rehash of arguments he made and the Judges rejected when a similar settlement was presented in Phonorecords III. See 82 Fed. Reg. at 15298-99.”

This is also untrue since the same arguments were not made, Counsel didn’t lie to get the settlement, and the whole concept of counsel negotiating with themselves was not entered into the record, while obvious now.

So, it’s the same self-interested parties negotiating with themselves to keep their costs low and constant and to keep all America songwriters as indentured servants to 3 vertically integrated corporations in Moscow, Paris and Tokyo.

9. In fact, counsel told me after I filed my May 27 and 28 Motions to Object that “*we lawyered you*” in their Motion for Settlement, which is basically admitting to lying to the Court to get the Settlement, which is exactly what they did.

**SUPPLEMENTAL COMMENTS BY HELIENNE LINDVALL, DAVID  
LOWERY, BLAKE MORGAN, AND GWENDOLYN SEAL OBJECTING TO  
PROPOSED SETTLEMENT OF SUBPART B RATES**

On August 10, 2021. Texas music attorneys Mr. Chris Castle and Ms. Gwendolyn Seal tried to submit a second set of comments, *Supplemental Comments of Helienne Lindvall, David Lowery, Blake Morgan and Gwendolyn Seale Objecting to Proposed Settlement of Subpart B Rates* to the CRB thought the eCRB system but unfortunately were unable to. As the Court knows on August 11, 2021, as per CRB procedure, the attorneys emailed their reply and was not accepted as of this filing.

If allowed by the Court, GEO would like to formally submit this reply as an attachment to this filing so that it would become part of the record to the *Comments* made by NMPA, NSAI, RIAA and the 3FHRLs.

I also hope the comments from songwriter trade groups also makes a difference.

GEO respectfully requests relief from this Court and deny this Settlement for the above reasons as well as the clear fraudulent behavior of counsel.

Respectfully submitted,

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Date: August 20, 2021

# The Trichordist

## Artists For An Ethical and Sustainable Internet #StopArtistExploitation

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August 16, 2021

## #FrozenMechanicals Crisis: Unfiled Supplemental Comments of @helienne Lindvall, @davidclowery, @theblakemorgan and @sealeinthedeal

### Leave a comment

[Chris Castle says: Here's the context of this post. As it turns out, the CRB extended the filing deadline for comments due to what they said was a technical difficulty, although we have yet to meet anyone who couldn't file their comment on time. This extension seems contrary to the CRB's February revised rules for filings by participants. The CRB procedures presciently have an email filing procedure in the case of technical problems arising out of their "eCRB" document filing system. It will not surprise you to know that the NMPA, NSAI, and major labels filed what is essentially a reply comment after the close of business on the last day of the extension, after at least our if not all commenter accounts were disabled, the practical effect of which was that no one could respond to their comments through the eCRB, i.e., on the record.

We tried, and drafted a reply to the most important points raised in the majors' comment. We emailed our comment to the CRB during business hours on the next day in line with the CRB's own "Procedural Regulations of the Copyright Royalty Board Regarding Electronic Filing System" (see 37 CFR §303.5(m)) or so we thought. But not so fast—we were told by an email from a nameless person at the CRB that we would need to file a motion in order to get approval to file the comment less than 24 hours late for good cause—which of course, we are not able to do since we are not "participants" in the proceeding. See how that works? According to this person's email, we'd also need to contact CRB technical support to get our accounts reopened which would make the comment later still even if we were able to file a motion. Instead, we decided to just post our reply comment on the Internet. A wider audience. Unfortunately not part of the record, but we'll see what happens.]

**SUPPLEMENTAL COMMENTS OF HELIENNE LINDVALL, DAVID LOWERY, BLAKE MORGAN AND GWENDOLYN SEALE OBJECTING TO PROPOSED SETTLEMENT OF SUBPART B RATES**

This comment is in reply to the comment[1] filed by the Copyright Owners and the Joint Record Company Participants (the “Majors”) time-stamped after the close of business on August 10, 2021 and made available on the CRB docket the morning of August 11, 2021, i.e., after the deadline established by the Judges in the Proposed Rule published at 86 FR 33601 that would codify the Proposed Settlement.[2]

We ask the Judges’ leniency in permitting our late-filed supplemental comment to be made a part of the record in hopes that our responsive discussion will be helpful to the Copyright Royalty Board in resolving the frozen mechanicals crisis.

This comment is filed on behalf of Helienne Lindvall, David Lowery and Blake Morgan who timely filed their comment on July 26, 2021[3] in accordance with the proposed rule. This comment is also filed by Gwendolyn Seale who timely filed her own comment[4] in accordance with the proposed rule. Their respective biographical information may be found in their previously filed comments.

We will briefly discuss what we think are the essential points the Judges should consider that the Majors have raised in their comment.

## **I. Discussion**

A. Authority: As multiple commenters have stated, it is unclear whether the NMPA and NSAI have been authorized by their respective memberships of over 300 music publishers and over 4,000 songwriters to propose and /or accept a settlement freezing the statutory rate for Subpart B configurations through 2027. Thus, we ask the Judges to seek out evidence demonstrating that self-published songwriters and independent publishers have authorized the NSAI and NMPA to accept this Proposed Settlement. We do not question the integrity of the Majors, but we do have questions about the negotiation process that have yet to be answered.

References to a broad “consensus” must be questioned because there is both a lack of evidence of consensus and also evidence in the record that at least 12 international songwriter groups object to the Proposed Settlement. Independent songwriters, including Ms. Lindvall, Mr. Lowery and Mr. Morgan, also object. It seems simple enough for the Judges to require some evidence of consent to the Proposed Settlement given the awesome power of the government that the Judges are essentially asked by Congress to delegate to the Majors through a voluntary negotiation. This seems to us to be good cause for further verification of authority to make the deal in the first place.

B. The Judges Predicted the Current Opposition in their Phonorecords III Determination:

The Majors rely on a citation that both demonstrates the foresight of the CRB and on balance tends to support our position that the NMPA and the NSAI likely lack the requisite authority to negotiate on behalf of all the world's songwriters. The Majors invite the Judges to participate in a thought experiment<sup>[5]</sup> that actually serves quite well to highlight the issues we have raised in the respective comments regarding both the authority of the NMPA and NSAI and the implied below-statutory rates bootstrapped indirectly by means of the freeze:

As the Judges have noted, "NMPA and NSAI represent individual songwriters and publishers," and would not "engage[] in anti-competitive price-fixing at below-market rates," since they must "act[] in the interest of their constituents" *lest their constituents "seek representation elsewhere."* [Phonorecords III] at 15298.<sup>[6]</sup>

Respectfully, the problem is way beyond seeking representation elsewhere—the problem is that there was likely no "representation" in the first place if you take "representation" in the legal sense (such as that of a common agent) which we gather is how the Judges intended the use of the word. Likewise, there is a difference between an agent's principal and a "constituent", i.e., a difference between one who expressly authorizes an agent to represent them in certain circumstances and one who is allowed to vote on who that representative is to be. Neither is the case for many songwriters who have commented in the record for the current proceeding. We will leave their record to speak for themselves as to why they have sought "representation elsewhere" but it appears that it is for the same reason that they are not participants in the proceeding—they can't afford the justice and this is why they ask the Judges to give special weight to their comments in the CRB's deliberations.

But the Major's thought experiment and speculation continues in an interesting coda regarding below statutory licensing (generally not permitted as a matter of contract in likely tens of thousands of co-publishing and administration agreements):

And certainly it would not be in the interest of any major publisher to agree to extend a below-market mechanical royalty rate *to the competitors of its sister record company.*<sup>[7]</sup>

While the thought experiment and speculation sound innocuous, consider what is being said here. First, the Majors identify their interest as that of "major publishers"; not all publishers, not all songwriters, but "major publishers." Then the Majors go on to say that it would not be in the interest of the major publishers to give a "below market" rate *to their sister record company's competitors.*

Of course, there is no market rate in the U.S. and essentially never has been; the Judges have the unenviable task of divining a market rate to be made statutory. We would therefore modify the thought experiment to include "below statutory". Now we are left with the assertion that major publishers use the statutory rate to protect their record company affiliates from competition—not that they fulfill their role as true blue fiduciaries *for their songwriters* by refusing to grant below-statutory rates (either directly or indirectly), but rather being hard on the competitors of their affiliates. And they are using their market power to impose a rate on the world that they seem to say protects their

affiliates. Extending the frozen mechanical rate certainly doesn't protect their songwriters—the Judges have ample evidence that many songwriters object to the extension. But in the Majors' own words we now know *cui bono*, and the benefit goes back to Phonorecords III and likely earlier.

But let us extend the thought experiment a little bit further. Who is an unrelated “competitor” of the three major labels and all their distributed labels, DIY operations like The Orchard, joint ventures and so on and on and on? That must be a pretty small group of true independents who have cobbled together a distribution network for the Subpart B configurations to deal with the logistics of manufacturing, warehousing, shipments, returns, and the like—branch distribution is what makes a major label a major. Perhaps the Majors could provide some examples of these “competitors”? Clearly though, the citation demonstrates that the Judges sensed many years ago the very situation now unfolding on the record in the frozen mechanicals crisis.

C. Comparisons to Largely Unopposed Prior Rulemakings Compare Apples to Oranges: We understand that the Majors claim to have proposed a similar settlement in Phonorecords III resulting in a freeze of the statutory rate for Subpart B configurations, and that the Judges then-adopted that settlement. We also understand that there was little if any *formal objection* to that freeze in Phonorecords III at least by comparison to the number of objecting commenters in Phonorecords IV. The Judges are now presented with a significant number of objectors who entirely reject the application of the Proposed Settlement to the world in a kind of bootstrapping move. Respectfully, comparing the field in Phonorecords III to Phonorecords IV is comparing apples to oranges and creating a pomegranate.

We also acknowledge the millions of dollars that the NMPA asserts that it spent litigating these rates some fifteen years ago, but this assertion perhaps proves too much. The cost of participating in any of these proceedings is exactly the reason why objecting songwriters understandably rely entirely on the Judges to seek fairness and justice. They cannot afford to participate in these proceedings themselves and trust the Judges to balance all the facts not just the arguments of rich people and corporations.

Not only do the Majors gloss over the songwriters' objections, but their reasoning is actually fallacious. Because both proceedings are called “Phonorecords” does not make them similar in regard to the frozen mechanicals crisis. The facts on the ground are wildly different between III and IV. Moreover, we hear a subtext in the Major's argument that if a configuration experiences declining sales, that is a reason for the government to *reduce* the royalty rate. Aside from a lack of statutory authority, this is also fallacious reasoning because the Majors have produced no evidence that the per-unit price for Subpart B configurations has declined, and if anything, we are informed that the dealer price has increased in the case of vinyl.[8]

We respectfully ask that the Judges consider these flaws in the Majors' positions and give them their due weight.

D. The Elusive MOU: The Majors tell the Judges that:

The MOU entered into contemporaneously with the Settlement is *irrelevant* to the Judges' consideration of the Settlement, and does not call into question the reasonableness of the Settlement.[9]

Respectfully, if the MOU is "irrelevant" to the settlement, why did they bring it up at all? Recall that we previously asked the Judges to question whether the MOU was *additional* consideration for extending the frozen mechanical rates. While others may have, we did not concern ourselves with whether the MOU was a "sweetheart deal" as we knew nothing about it. Rather our issue was whether the MOU was a *quid pro quo* of additional consideration for the frozen rates that was enjoyed by a limited group of participants in the settlement but was not enjoyed by strangers to the deal who were still subject to the frozen rate. Indeed, it appears that this is exactly the case. While we appreciate that the Majors have now disclosed the MOU as part of their Reply, nothing in the Majors' comment ameliorates this fundamental concern.

A significant reason why the concern still exists is language in the now-disclosed MOU that certainly has the ring of a *quid pro quo* directly related to extending the frozen Subpart B rates in Phonorecords IV:

*This MOU4 is a separate, conditional agreement [the quid] that shall not go into effect until [the quo] NMPA, SME, WMG's affiliate Warner Music Group Corp., and UMG submit a motion to adopt a proposed settlement of the Phonorecords IV Proceeding as to statutory royalty rates and terms for physical phonorecords, permanent downloads, ringtones and music bundles presently addressed in 37 C.F.R. Part 385 Subpart B (the "Subpart B Configurations"), together with (1) certain definitions applicable to Subpart B Configurations presently addressed in 37 C.F.R. § 385.2 and (2) late payment fees under Section 115 for Subpart B Configurations presently addressed in 37 C.F.R. § 385.3, together with certain definitions applicable to such late payment fees presently addressed in 37 C.F.R. § 385.2, for the rate period covered by the Phonorecords IV Proceeding, which the Parties anticipate happening promptly after this MOU4 has been signed by SME, UMG, WMG, RIAA, NMPA, Sony Music Publishing, Universal Music Publishing Group, and Warner Chappell Music, Inc. (the "Initial Signatories").*[10]

To the contrary, a fair reading of the MOU suggests, and may even require, that the consideration for the MOU is tied directly to extending the frozen rates in the Proposed Settlement.

Moreover, we can revisit the authority issue raised above given language in the MOU. Consider the following post-closing condition imposed on the NMPA by the plain terms of the MOU:

*It is understood that only the Initial Signatories will sign this MOU4 at the outset, and that NMPA shall use its best efforts to obtain the signatures to this MOU4 by all of the remaining Parties within two (2) weeks thereafter.*[11]

If the NMPA had the authority to bind these many publisher "Parties" to the MOU, why would there be a need to impose such a post-closing condition on the NMPA? There may be an explanation for this structure, but it is not obvious to us.

We also find it somewhat unusual that neither the Reply of the Majors nor the now-disclosed MOU reference a dollar figure that is changing hands as far as we can tell. This could be a lot of cash. In the 2009 Billboard article cited by the Majors, the MOU that was the subject of that reporting was valued at “up to \$264 million.” [12] However “routine” the MOU process is, a \$264 million payment in a “pennies business” is not routine. We would appreciate a further disclosure of the amount at issue in the current MOU. As they say, it is evidently not a secret.

Respectfully, it does not appear that one can completely exclude the relevance of the MOU as consideration for extending the freeze on Subpart B royalties at least on the face of the documents provided. As strangers to the deal do not have the opportunity to subject these assertions to the crucible of cross-examination, we hope the Judges can welcome the reliance on them of those who cannot afford to participate in this proceeding.

## II. Conclusion

In conclusion, we respectfully ask the Judges to consider the foregoing comments along with the many heartfelt and well-reasoned comments by others in Phonorecords IV. Unfortunately, as is too often the case in the music business, we think that the sum and substance of the Majors’ argument is that “we are the wealthy and therefore we win.”

We do not have to remind the Judges that this is the antithesis of our Constitutional system of government.

Respectfully submitted.

Christian L. Castle

Gwendolyn Seale

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[1] *Comments in Further Support of the Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations*, Docket No. 21–CRB– 0001–PR (2023–2027) (August 10, 2021)(Reply).

[2] *Motion to Adopt Settlement of Statutory Royalty Rates and Terms for Subpart B Configurations*, Docket No. 21–CRB– 0001–PR (2023–2027) (May 25, 2021) (Proposed Settlement).

[3] *Comment of Helienne Lindvall, David Lowery and Blake Morgan*, Docket No. 21–CRB– 0001–PR (2023–2027) (July 26, 2021) available at <https://app.crb.gov/document/download/25533> (<https://app.crb.gov/document/download/25533>).

[4] *Comment of Gwendolyn Seale*, Docket No. 21–CRB– 0001–PR (2023–2027) (July 26, 2021) available at <https://app.crb.gov/document/download/25534> (<https://app.crb.gov/document/download/25534>).

[5] Reply at 5.

[6] Id. (emphasis added).

[7] Id.

[8] See, e.g., Samantha Handler, *Copyright Panel Rethinking Song Royalties Streamers Pay*, Bloomberg Law (Aug. 12, 2021) (“Royalties from downloads and CDs haven’t increased since 2006, but still make up a significant portion of income for independent songwriters.”) available at <https://news.bloomberglaw.com/ip-law/copyright-panel-rethinking-song-royalties-streamers-pay> (<https://news.bloomberglaw.com/ip-law/copyright-panel-rethinking-song-royalties-streamers-pay>).

[9] Reply at 6 (emphasis added).

[10] Reply at 19, MOU-4 at 2 (emphasis added).

[11] Id. at 20, MOU-4 at 3.

[12] Ed Christman, *NMPA, Major Labels Sign Terms of Agreement*, Billboard (Oct. 7, 2009) available at <https://www.billboard.com/articles/business/1264471/nmpa-major-%20labels-sign-on-terms-of-agreement> (<https://www.billboard.com/articles/business/1264471/nmpa-major-%20labels-sign-on-terms-of-agreement>).

Posted by Trichordist Editor in Artist Rights, Copyright, Copyright Office, Copyright Policy, Copyright Royalty Board, Frozen Mechanicals, Phonorecords IV, Songwriter News, Songwriter Rights

Tagged: Blake Morgan, david lowery, Gwendonlyn Seale, Helienne Lindvall, Phonorecords IV

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# Proof of Delivery

I hereby certify that on Saturday, August 21, 2021, I provided a true and correct copy of the 2021-08-20 CORRECTED SPELLING 21-CRB-0001-PR (2023-2027) Phonorecords IV GEO'S RESPONSE AND FURTHER OPPOSTION TO COMMENTS MOTION AND FRAUDLENT SETTLEMENT to the following:

Pandora Media, LLC, represented by Benjamin E. Marks, served via ESERVICE at benjamin.marks@weil.com

Zisk, Brian, represented by Brian Zisk, served via ESERVICE at brianzisk@gmail.com

Amazon.com Services LLC, represented by Joshua D Branson, served via ESERVICE at jbranson@kelloggghansen.com

Copyright Owners, represented by Benjamin K Semel, served via ESERVICE at Bsemel@pryorcashman.com

Powell, David, represented by David Powell, served via ESERVICE at davidpowell008@yahoo.com

Google LLC, represented by Gary R Greenstein, served via ESERVICE at ggreenstein@wsgr.com

Apple Inc., represented by Mary C Mazzello, served via ESERVICE at mary.mazzello@kirkland.com

Spotify USA Inc., represented by Joseph Wetzel, served via ESERVICE at joe.wetzel@lw.com

Joint Record Company Participants, represented by Susan Chertkof, served via ESERVICE at susan.chertkof@riaa.com

Signed: /s/ George D Johnson